

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 872-4891		PAGE OF 1 62	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DTRT57-06-R-20020	
						6. SOLICITATION ISSUE DATE 08/01/2006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Donald MacGee			b. TELEPHONE NUMBER <i>(No collect calls)</i> 617-494-2803		8. OFFER DUE DATE/LOCAL TIME 08/18/2006 1400 ET
9. ISSUED BY U.S. DOT/RITA/Volpe Center Contracts & Small Business Programs 55 Broadway RTV-6D2 Cambridge MA 02142-1001				CODE RTV-6D2			
				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <div style="display: flex; justify-content: space-between;"> <div> NAICS: 561612 SIZE STANDARD: \$10.5 </div> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO See Schedule		CODE		16. ADMINISTERED BY U.S. DOT/RITA/Volpe Center 55 Broadway RTV-6D2 Cambridge MA 02142-1001			
				CODE RTV-6D2			
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
				CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	This solicitation is Set-Aside 100% for 8(a) competitive procedures in accordance with FAR 19.805. ARMED GUARD SERVICES per Performance Work Statement (PWS) (Attached) (Not Separately Priced) Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				Donna M. Brickley			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001AA	BASE PERIOD Period of Performance: 10/01/2006 to 09/30/2007	12	MO		
0001AB	OPTION/YEAR 1 Period of Performance: 10/01/2007 to 09/30/2008	12	MO		
0001AC	OPTION/YEAR 2 Period of Performance: 10/01/2008 to 09/30/2009	12	MO		
0001AD	OPTION/YEAR 3 Period of Performance: 10/01/2009 to 09/30/2010	12	MO		
0001AE	OPTION/YEAR 4 Period of Performance: 10/01/2010 to 09/30/2011 Total For CLIN 0001AA - 0001AE	12	MO		
0002	SPECIAL ADDITIONAL SECURITY SERVICES per Performance Work Statement (Paragraph 6.0) Base Period (Not to Exceed \$8,000.00) (Not Separately Priced) Period of Performance: 10/01/2006 to 09/30/2007 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

☐ RECEIVED☐ INSPECTED☐ NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	41c. DATE	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002AA	Captain (as required)				
0002AB	Lieutenant (as required)				
0002AC	Sergeant (as required)				
0002AD	Armed Guards (as required)				
0003	SPECIAL ADDITIONAL SECURITY SERVICES OPTION/YEAR 1 (Not To Exceed \$8,000.00) (Not Separately Priced) Period of Performance: 10/01/2007 to 09/30/2008				
0003AA	Captain (as required)				
0003AB	Lieutenant (as required)				
0003AC	Sergeant (as required)				
0003AD	Armed Guards (as required)				
0004	SPECIAL ADDITIONAL SECURITY SERVICES OPTION/YEAR 2 (Not to Exceed \$8,000.00) (Not Separately Priced) Period of Performance: 10/01/2008 to 09/30/2009				
0004AA	Captain (as required)				
0004AB	Lieutenant (as required)				
0004AC	Sergeant (as required)				
0004AD	Armed Guards (as required)				
0005	SPECIAL ADDITIONAL SECURITY SERVICES OPTION/YEAR 3 (Not to Exceed \$8,000.00) (Not Separately Priced) Period of Performance: 10/01/2009 to 09/30/2010				
0005AA	Captain (as required)				
0005AB	Lieutenant (as required)				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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62

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005AC	Sergeant (as required)				
0005AD	Armed Guards (as required)				
0006	SPECIAL ADDITIONAL SECURITY SERVICES OPTION/YEAR 4 (Not to Exceed \$8,000.00) (Not Separately Priced) Period of Performance: 10/01/2010 to 09/30/2011				
0006AA	Captain (as required)				
0006AB	Lieutenant (as required)				
0006AC	Sergeant (as required)				
0006AD	Armed Guards (as required)				
	Note: CLIN 0002, CLIN 0003, CLIN 0004, CLIN 0005, and CLIN 0006 are Not To Exceed amounts. The Government makes no guarantee that the amounts will be reached during performance. There is no minimum amount guaranteed for these items.				

SECTION II-SF 1449, Continuation

Block 18a:

volpeinvoices@faa.gov

Block 20:

PERFORMANCE WORK STATEMENT (PWS) FOR ARMED GUARD SERVICES AT THE VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER

1.0 Background

The John A. Volpe National Transportation Systems Center (Volpe Center) is an organization within the Research and Innovative Technology Administration (RITA) of the Department of Transportation (DOT). Presently, the Volpe Center consists of approximately 550 federal employees and 500 on-site contractors plus 100 other Federal agency tenants from National Highway and Transportation Safety Administration (NHTSA), Federal Transit Administration (FTA), Office of the Inspector General (OIG), Federal Railroad Administration (FRA), Federal Highway Administration (FHWA) and Federal Motor Carrier Safety Administration (FMCSA). The Volpe Center, in partnership with sponsoring organizations, provides a broad range of technical research, analysis, and development services to the DOT and other federal agencies in support of their transportation and logistics-related missions.

The regular workday for the Volpe Center is 7:00 a.m. to 6:00 p.m. Monday through Friday. The Volpe Center's core hours when all employees must be present are from 9:30 a.m. to 3:30 p.m. Monday through Friday.

2.0 Volpe Center Performance Objective

The Volpe Center Performance Objective is to obtain Contractor services to provide a notably and visibly professional armed guard force in an efficient and cost effective manner, that serves to minimize the impact on scarce Government resources. It is imperative for the Contractor to instill professionalism in the work force and actively manage the effort through the application of effective program management techniques. The Contractor shall provide and maintain, but not limited to, all management, supervision, labor, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish armed security guard services as described and required in this Performance Work Statement.

The functional objective of this requirement is to support the Volpe Center's Security and Administrative Services Branch, RTV-6F1, mission by providing armed guard services at the Volpe Center 24-hours per day, 7 days per week, year-round, in accordance with applicable statutes, safety and security regulations, best commercial practices, Volpe Center's Security Standard Operating Procedures and with this PWS.

3.0 Use of Acronyms

This document contains numerous acronyms. The acronyms that will appear most frequently in this document are listed below for easy reference:

CCTV	Close Circuit Television
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
DOT	Department of Transportation
HSPD-12	Homeland Security Presidential Directive number 12
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FMCSA	Federal Motor Carrier Safety Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration

NHTSA	National Highway and Transportation Safety Administration
NTE	Not To Exceed
OIG	Office of the Inspector General
PWS	Performance Work Statement
QAP	Quality Assurance Plan
SAS	Special Additional Services
SOP	Security Standard Operating Procedure
Volpe Center	John A. Volpe National Transportation Systems Center

4.0 Place of Performance and Description of Buildings

The Volpe Center located at 55 Broadway, Cambridge, Massachusetts is situated on 14 acres of land and comprises the following:

Building #1, a 13-story building located at 55 Broadway

Building #1 is a 13-story reinforced concrete building with a glazed masonry veneer. Fenestration is in vertical bands with fixed windows and opaque spandrel panels. Building #1 has a gross area of 215,700 sq. ft. There is a main lobby on the ground floor, which serves as the main entrance to the Volpe Center. Also on this level are administrative offices, security offices including the command center, a credit union, and loading dock. The second floor has a full kitchen with a cafeteria seating for 350 occupants. Floors 3 through 12 comprise of administrative offices. The executive offices are located on the 12th floor.

The 13th floor hosts electrical and mechanical equipment such as the elevator control system and hosts a woodworking area, stockroom, and storage space.

The central core of the building houses 3 passenger elevators, 1 cargo-utility elevator, and 2 stairwells. Each floor has a men's and a women's bathroom and on most floors there is a unisex wheelchair-accessible bathroom. Each floor has two telephone closets and two electrical closets.

Building #2 is a one-story building located on the east side of the property. It is adjacent to Building #1 on Broadway.

Building #2 is a single-story building of approximately 19,000 sq. ft. that connects to Building #1. It has a steel frame with a glazed masonry exterior to match Building #1. The Building contains administrative office space, training, and conference rooms, an auditorium with a capacity for 405, and a physical fitness center. The building has a mechanical room under the roof.

Building #3 is a three-story building located to the rear and west of Building #1 on Broadway.

Building #3 is a three-story reinforced concrete building with a mechanical penthouse. It has a gross area of 66,300 sq. ft. It houses the Center's automated data processing facilities, Federal Aviation Administration (FAA) computer rooms, research offices, and over 200 personal computers'. The building is fully air conditioned with additional cooling units in the automated data processing area and FAA computer rooms.

Building #4 is a two-story building located to the rear and east of Building #1 on Potter Street.

Building #4 is a two-story reinforced concrete building with an attached two-story concrete silo-style tower. The gross area is approximately 44,700 sq. ft. The building contains administrative offices, a mail room, the Volpe Center's Technical Reference Center (Library), a Child Care Center, and computer room.

Building #5 is a one-story building located at the rear of the property, west of Building Six.

Building #5 is a single-story steel frame building with a glazed masonry veneer exterior like Building #1. Building #5 has a gross area of approximately 7,500 sq. ft. and hosts the Volpe Center's electrical, heat, and air conditioning support systems and contains a small office.

Building # 6 is a one-story building located at 125 Munroe Street

Building #6 is a one-and-a-half story reinforced concrete building with a gross area of about 13,000 sq. ft. It serves as the complex's storage space for shipping/receiving, and the first floor includes a small mezzanine, limited office space, and experimental labs.

Parking Lots and Parking Spaces

There are five designated lots that consist of approximately 600 parking spaces to include twelve handicap and six visitor spaces.

5.0 REQUIRED SERVICES

The contractor shall use the Volpe Center post orders (Attachment C) when performing armed security guard services and any other SOP, DOT/Volpe Center directive, orders, policies and procedures provided by the COTR.

5.1 Daily Requirements

The day shift will have a maximum of a Captain, Lieutenant and five armed guards. The evening and night shifts will have a maximum of one Sergeant and one armed guard. During the weekend, each shift will comprise one Sergeant and one security guard.

Armed Guards shall be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Guards shall perform duties commensurate with and expected by their rank and position. Only those guards designated as supervisory or management (i.e., Captain, Lieutenant, or Sergeant) shall wear rank on their uniforms. Each Volpe Center guard post shall have a post order available for viewing. Armed Guards must be thoroughly familiar with the Volpe Center post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. Under no circumstances should any guard neglect his/her assigned duties in order to familiarize him/herself with post orders. Guards shall demonstrate their familiarity with post orders, weapons, Volpe Center security procedures, and any other relevant information during each daily guard mount if directed by the COTR.

Note: Personal items are prohibited on or around each guard post. Personal items include, but are not limited to, newspapers, magazines, radios, portable televisions, etc. or any items deemed unnecessary by the COTR.

Guard post assignments may include, but are not limited to, the following duties and responsibilities:

5.2 Entrance/Exit Control Posts

Guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control. Guards may perform package inspection when and as directed by the post orders, or as directed by the COTR in the event of an emergency or state of increased readiness. These inspections may include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, and other suspicious containers in the possession of visitors, employees and other persons arriving on, working at, visiting, or departing from the Volpe Center facilities. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive. Armed guards will be assigned to conduct inspections using the Volpe Center's Magnetometer, Hand Held Magnetometer and X-ray machine.

Guards will provide on-site security and control access to the post area, observing, detecting, and reporting violations as directed by the post orders. Guards must provide and maintain complete and effective

surveillance, protection and inspection of all internal and external areas within the designated parameters and authority of their assigned post.

Guards shall be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, the cafeteria, and parking areas, and shall provide that information to any visitor upon request.

Guards assigned to entrance/exit posts shall know the location of and usage instructions for the nearest first aid kit, automatic external defibrillator, fire extinguisher, fire alarm, and emergency call boxes, and shall be ready, willing, and able to use them as necessary and as required by the Volpe Center post orders.

Security Guards shall receive training on an as needed basis by the Government in the operation of the X-Ray Machine, Handheld Magnetometers, Magnetometers, and Closed Circuit Television (CCTV).

5.3 Roving Patrol Posts

Security Guards shall make patrols in accordance with routes and schedules established in the Guard Post Assignment Record. They shall observe, detect, report, and respond to all suspected or apparent security violations. Roving guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol guards will serve as the first responder to all security alarms and emergency situations occurring within the area of assignment. Guards will keep duty logs on each post and annotate all significant events to include an hourly communications check with the security desk. The duty log, security check sheets, alarm documentation, serious incident, security blotters and all other security documents compiled during a 24 hour period will be submitted to the COTR each morning before 0800, which includes Monday morning for the weekend shifts.

5.4 Command Center (Base 1)

Supervisory security guards (Captain and Lieutenant) will man the Command Center during the day shift between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding weekends. The primary function of this post is to monitor the access control system, fire control system, and provide security response and assistance for the security force and Volpe Center Community. The specific duties of this command post are detailed in the Volpe Center post orders.

5.5 Traffic Control

When required by the Guard Post Assignment Record and/or COTR, armed guards shall direct traffic (vehicle and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. Guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the Volpe Center.

5.6 Emergency Management

Security Guards shall be required to process emergency phone calls and take appropriate actions to contact personnel of the Volpe Center Safety, Security, and Administration Support Services notification list which will be provided at time of contract award. The security guards will maintain a log and status of all emergencies at all times. These guards will also take all appropriate actions to save lives and communicate the situation to response agencies.

5.7 Security Equipment and Systems

Security Guards shall monitor all Government owned security systems, which include the interior and exterior intrusion detection system, public address system, entry access control systems, fire alarm, and CCTV surveillance monitors and other protection devices or building equipment located on or near post.

When an alarm sounds, the guard must immediately report and record the incident as required by the SOP.

Guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.

Guards shall immediately notify the COTR and their supervisor if any of the systems under their control malfunction or fail completely. If the failed equipment is critical to the function of the guard's responsibilities, the supervisor should notify the COTR on the weekend or after normal working hours. If it is not critical (i.e. a camera stops working), then the COTR shall be notified by 8:00 AM Monday morning if on the weekend or the next morning if during the normal work week .

5.8 Utility Systems

During emergencies, guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the SOP.

Guards are not janitors, building maintenance staff, delivery persons, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the SOP.

5.9 Compliance with the Volpe Center

Guards shall monitor and observe building occupants and visitors for compliance with the facility's posted rules and regulations. Guards shall also identify, report, delay, or detain those persons who violate the rules and regulations, as appropriate, and in accordance with the SOP.

5.10 Physical Security, Law and Order

Guards shall maintain physical security, law and order as prescribed by statute, regulation or the Security SOP, within the area of assignment. Guards may frequently be responsible for detecting, delaying, and/or detaining persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

5.11 Unauthorized Access

Guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Guards shall report all such incidents in accordance with established procedures as detailed in SOP.

5.12 Hazardous Conditions

Guards shall report daily, in accordance with procedures in the SOP, all potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.

5.13 Reports, Records, and Testimony

Guards shall prepare and maintain required reports in accordance with the SOP regarding security related issues such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COTR.

Guards shall verbally report threatening circumstances and potentially threatening activities they observe while on duty to the Shift Supervisor, both Security Desks (front lobby and back entrance), and personnel on the Volpe Center Safety, Security and Administration Support Services notification list, which will be provided at time of contract award. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support necessary to lessen or eliminate the potential threat. The Security Guard Shift Supervisor will ensure that the Daily Journals from all posts are consolidated and provide to the COTR a high level report noting serious or important incidents that took place during the day.

5.14 Civil Disturbances

Guards shall be required to perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Volpe Center, its employees, property, and the general public lawfully in buildings or on the grounds under the control of the Government.

5.15 Emergencies

In case of an emergency condition requiring immediate attention (i.e., bomb threat, terrorist, disgruntled employee), the Contractor's designated on-site Program Manager (Captain) or the shift supervisor shall take action to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. This Plan will be provided at time of award. Guards are also required to have a plan and personnel to respond to elevated threat levels. The Contractor shall immediately notify the COTR to report the same information. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not done which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the SOP. As soon as the situation is resolved, the armed guards shall return to their assigned posts and duties. There may be some instance when armed guards may be required to act independently as the primary security response until law enforcement assistance arrives.

5.16 Prohibited Items

The contractor is responsible for executing the operating procedures in accordance with the stated policy and using only Government furnished items and approved contractor furnished items to perform services. Personal weapons (handguns, knives, and clubs) will not be allowed on the Volpe Center premises while on duty.

5.17 Firearms

The Contractor shall account for all firearms and ammunition, Monday through Sunday, on an independent Security Inventory Form. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.

All firearms shall be licensed by the State of Massachusetts. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions. Firearms will be inspected and documented by the Program Manager/Captain.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas as approved by the COTR. Weapons shall be kept clean at all times and carried with the safety on. The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools) onsite.

In order to be prepared for all possible contingencies, each Contractor employee must be trained in the proper use and care of firearms. The provisions of DOT Order 1660.2A, Use of Weapons and Use of Deadly Force by Department of Transportation Personnel apply, and will be provided at contract award. In order to allow for increased personnel requirements during emergencies, the Contractor will have a sufficient number of firearms available to equip each of the guards on the first shift (i.e.; 7:00 A.M. to 3:30 P.M.) plus four spare firearms. Firearms/side-arms will be representative of current law enforcement industry best practices.

6.0 SPECIAL ADDITIONAL SECURITY SERVICES

The Government may request the Contractor to perform Special Additional Services (SAS) on-site at the Volpe Center during special events, visitors, etc. The SAS will be issued through an electronic order by the CO and/or ACO. The written order will include the start and end time, dates, and description of event/service for the SAS. The contractor must confirm the order electronically within four hours from receipt of the order. If the contractor cannot fully staff the order, the government may elect to seek resources from other government or commercial sources for additional security hours.

7.0 Other Required Miscellaneous Security Services

The contractor shall also perform the following required services:

7.1 Identification Card/Credential Application

Supervisory guards shall be responsible for the issuance of identification badge(s) to contractor and federal employees(s) upon approval of the COTR after employees have met the Homeland Security Presidential Directive number 12 (HSPD-12) requirements. These requirements will be provided prior to contract start date. The contractor is responsible for the taking of electronic fingerprints or rolling fingerprints on card (hard copy) with black ink and shall also take badge photos.

7.2 Car Parking and Registration

Guards shall be responsible for the issuance of Government Furnished Volpe Center parking registration/application forms to Volpe Center residents and maintain a parking registration through the security system database upon issuance of a vehicle tag for the rearview mirror. All completed forms must be routed to the COTR for approval.

7.3 Communication Services

Guards shall provide a full range of telephone operator services for the Government furnished telephone system. Such services include, but are not limited to, answering all calls (domestic and international) to the Volpe Center switchboard, directing the calls, providing information, placing calls when requested, assisting in the setup of conference calls, and maintaining call data registers.

7.4 Volpe Center Facilities Security

Guards shall turn off unnecessary lights; check safes, lock-type repositories, and cabinets; close and secure open windows; close and secure doors and gates and other facility access points; and perform any other additional duties as prescribed in the SOP.

7.5 Response to Injury or Illness

Guards shall obtain professional assistance in accordance with procedures in the SOP in the event of injury or illness to Government employees or others while in the building or on the grounds. A certified nurse, provided by the Government, will be on-site during the day shift Monday through Friday. The guards on all shifts shall be CPR/AED first-responder certified.

7.6 United States Flag

Guards shall raise, fly, lower, fold, and store the United States Flag (and other flags as authorized) in accordance with all applicable GSA/Public Building Service and White House regulations/Proclamations and post orders. The regulations will be provided prior to contract start date.

7.7 Control, Issuance, and Storage of Keys

Guards are responsible for the receipt, issuance, and tracking of all keys, "key cards," and lock combinations, etc., which restrict access to the facility, including offices, guard posts, gates, etc., including notifying the COTR as appropriate. Guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COTR.

Missing, unusable, and/or stolen keys or access control devices shall be immediately reported to the COTR and the guard's supervisor as soon as discovered lost or if a problem is detected by the guard. In addition, an inventory listing shall be maintained and submitted to the COTR electronically upon request and at the end of each month.

7.8 Lost and Found

Guards shall receive, receipt for, and store for safekeeping all found articles, pending their final disposition. The COTR shall provide an adequate supply of the necessary forms associated with this task.

7.9 Bicycle Registration

Guards shall be responsible for the issuance of Volpe Center bicycle registration/application form (Volpe Form F1700.12, hardcopy and also found on the Volpe intranet) to Volpe Center occupants who ride to work or keep a bicycle on the Volpe Center premises. Upon issuance of the bicycle decal, the number shall be entered into the Security System database. All completed forms must be routed to the COTR for

approval.

8.0 PERSONNEL QUALIFICATIONS

All contractor employees shall meet the following education, experience, medical, physical fitness, and security requirements, as applicable. All contractor employees must be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation, and be, at least, 21 years of age. All Contractor employees shall also possess the following capabilities:

- a) The ability to fluently speak, comprehend, write, and read English.
- b) The ability to meet and deal with the general public.
- c) The ability to read, understand, and apply printed rules, detailed orders, instructions, and training materials.
- d) The ability to maintain poise and self-control under stress.
- e) The ability to construct and write clear, concise, accurate, and detailed reports.
- f) Licensed to handle a loaded service pistol while on duty.

8.1 Program Manager (Captain)

The contractor's designated on-site Program Manager/Captain shall be the point of contact representing the contractor and the contractor's accountability to the government. The on-site Program Manager/Captain must have a strong presence in virtually all aspects of the execution of the contract, and shall have the authority to make decisions with respect to all aspects of this contract on behalf of the contractor. The Program Manager/Captain is the most senior uniformed Security Officer at the Volpe Center. The Program Manager/Captain works directly for the designated company representative and has direct supervision over all armed security personnel. The Captain operates at the company level, establishes work schedules, and responds to the directives of the COTR and also must be on site during regular business hours from 0800-1600 Monday through Friday or as required by the COTR. The Program Manager/Captain shall also routinely provide independent assessment of the Volpe Center's security posture and terrorism countermeasures and provide recommendations to the COTR weekly via e-mail.

The Program Manager/Captain shall have the following qualifications as well as meeting the minimum qualifications identified in paragraph 8.0:

COLLEGE DEGREE:

Education: Bachelor degree from an accredited institution.

Concentration: Criminal Justice or Law Enforcement preferable, but not mandatory.

Work Experience: Four (4) years of managerial/supervisory experience in the military or law enforcement or two (2) years of managerial/supervisory experience providing training, leadership and direction of a security force with 8 or more armed security guards.

-or-

NO-COLLEGE DEGREE AND WORK EXPERIENCE THAT INCLUDES:

Eight (8) years of managerial/supervisory experience in the military or law enforcement and/or Four (4) years experience in management, training and direction of a security force with over 8 or more armed security guards.

8.2 Supervisory Guards (Lieutenant and Sergeants)

Each supervisor (Lieutenant and Sergeants) shall have a background with a minimum of three (3) years of experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service).

8.3 Armed Guard Requirement

Guard employee's shall have a minimum of two years experience as an armed guard and possess a high-school diploma or GED equivalency certificate and possess a high-school diploma or GED equivalency certificate and meet the minimum qualifications identified in 8.0:

8.4 Personnel Security Requirements

8.5 SF 85 (P)

The Contractor shall maintain an adequate staff of employees meeting all of the requirements of this Contract. The Contractor shall assure that all employees are professional, reliable, and meet the training and experience requirements of the Contract. A non-favorable suitability investigation shall not, in any manner, relieve the Contractor of this responsibility.

8.6 SF-86

The Government may require the Supervisory Guards to submit the SF-86, Position of National Security, to acquire a secret clearance. The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for Contractor employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance of full clearance that shall follow as a result or condition thereof. The Government will process and pay for all requested security clearances.

9.0 Equipment/Supplies To Be Provided By The Contractor

The Contractor shall furnish, operate and maintain, in operational condition the equipment listed below:

Patrol Equipment

One patrol motor vehicle with emergency lights and marked with an amber or blue, rotating emergency roof-light and distinctive markings of the company. This vehicle shall be a Contractor Furnished Automobile, and approved by the COTR prior to contract commencement. The vehicle shall be equipped with a first-aid kit and a properly mounted dry chemical fire extinguisher. All costs relative to operation and maintenance, including all license, insurance, and registration fees are the responsibility of the Contractor.

Uniforms

The Contractor shall provide the uniform which must be approved by the COTR for all security force personnel prior to contract commencement. The uniforms and the wearing of them shall be in conformance with generally accepted commercial practices and usage of such uniforms. The color of the Contractor's uniforms must be a color in general use by large guard or police organizations in the United States. All on-site Contractor personnel performing under this contract shall wear the same color and style of uniform, except the guard force officers, Lieutenant and above, will wear white shirts.

Appropriately lettered breast badge and cap ornament indicating the company by which the guard is employed shall be worn and prominently displayed as part of the uniform. Shoulder patches, lettered to indicate the identity of the Contractor, shall be worn on the left shoulder of the uniform coat and shirt. No other identification of the Contractor is to be worn or displayed on the uniform unless required by state or local law. Winter uniform is defined as contrasting long-sleeve shirt and trousers, color coordinated shoes, tie and matching police type jacket or uniform coat and police type cap. Summer uniform is to consist of trousers, contrasting short sleeve shirt opened at the neck, color coordinated shoes, and cap. No tie or jacket is required for summer wear. Caps are for exterior patrols and are not required for indoor use. Outer garments not part of the uniform may not be worn while on duty without the express authorization of the COTR. Insignia's shall be worn on the collar of the guard force officers clearly designating their position. The uniforms shall be maintained in a neat, clean, and pressed appearance while guards are on duty. Contractor employees shall be in a complete uniform at all times while on duty. Employees who are not in the prescribed uniform, for their assigned shift, may be replaced with another guard in the proper uniform. Contractor employees who are out of uniform more than twice may be subject to removal from the Contract.

Flashlights

Flashlights, batteries and replacement parts (one complete watchman type flashlight for each employee on duty).

Raincoats, Boots and Police Jackets

Foul weather clothing shall be provided for those employees required to perform duties while exposed to cold and/or inclement weather conditions. All foul weather gear must be identical in style, color, and markings.

Protective Devices

Expandable/collapsible baton, baton holder, standard handcuffs, pepper spray, spray holder, belts, loops, etc. necessary to carry them on the body will be provided for each employee on duty. Weapons such as knives are not to be issued or carried on the premises by any of the personnel employed under this contract.

Firearms

The Contractor shall provide newly purchased firearms and maintain sufficient licensed firearms and ammunition to equip each guard and supervisor with a licensed weapon while on duty. Personal firearms shall not be used. A licensed gunsmith must certify all firearms safe and accurate in writing.

Firearms shall be 9mm, standard police service-type semi-automatic, capable of firing 147-grain hollow-point ammunition or hollow-point ammunition recommended by the manufacturer. Ammunition will be factory load only – no reloads. Ammunition will be replaced every year.

10.0 Government Furnished Items/Equipment:

The Government shall furnish supplies, material, and equipment. This includes, but is not limited to, the following:

- Office Equipment

The Volpe Center will make available to the contractor personnel the following items: desks, chairs, PC's, tables, bookcases, wastebaskets, convenience copiers, filing cabinets, office supplies, and similar furniture and equipment as determined by the COTR to be necessary for performing the services required.

- Telecommunications Service

The Volpe Center will provide telephone equipment and service, including voice mail and facsimile machines, for use by contractor personnel under this contract when located at a Government facility for official use at no cost to the contractor as determined necessary by the COTR. The contractor shall be required to provide telephone service to personnel not located at a Government facility for official use in connection with the duties performed by the contractor under this contract as determined necessary by the COTR.

In addition, the Government will furnish and maintain, at no cost to the Contractor, the following types of items when, where, and in the quantities, deemed necessary by the Government:

- Electrical and mechanical fire and life safety equipment such as, alarm and surveillance systems, fixed communications equipment, closed circuit television, portable barcode readers, and related keys etc.
- Telephones deemed necessary by the Government for the conduct of official Government business under this contract. A maximum of 60 message units per month will be allowed for normal guard operations. A bill indicating invoice adjustment will be made for any month during which the 60-message unit allowance is exceeded without substantiation that the excess message units were required in the performance of the work under this contract. Invoice adjustments will also be made for unauthorized toll calls.
- Office and locker space, office equipment (personal computer, calculator, camera equipment etc.)

and supplies (film, forms, paper, etc.) and furnishings.

- Portable radios and related accessories.
- A safe/vault for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition. The COTR is responsible for approving the safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register, GSA Form 1051, provided by the COTR prior to contract start date. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times. The contractor shall be responsible for having the combination (if this type) of each safe/vault changed at least once every 6 months, or more often if circumstances warrant (Note: no cost associated with this semi-annual requirement)
- Other incidental items of property determined by the Government to be necessary for the performance of the contract.
- Regarding the use of Government furnished items/equipment, the contractor shall ensure that its employees and subcontractors use Government-Furnished Equipment (GFE) in an authorized manner and consistent with applicable law and policies, orders, and regulations of the DOT and the Volpe Center.

11.0 PARKING

At the time of contract award, the Government will provide on-site parking spaces for 8 contractor personnel assigned to work during the Volpe Center's hours of operation between 7 a.m. and 6 p.m. Contractor personnel assigned to non-standard business hour shifts will not be considered part of the 8 allocated for on-site parking spaces and will receive parking. These allocations are subject to change at the discretion of the Government.

12.0 Contract Deliverables:

All deliverables shall be submitted to the COTR.

Contract Paragraph	Deliverable	Due Date
5.7	Failed Equipment Notice: email, phone call to COTR	Upon occurrence
7.5	CPR/AED Certificates of employees	7 days prior to contract commencement date and also prior to new hires during Period of Performance.
5.13	Incident Reports- accidents, fire, bomb threats, unlawful acts VNTSC Form 1600.9	24 hours of occurrence.
5.13	Daily Journals	Monday through Sunday
5.13	Ad hoc reports: badges, parking, visitors that will be pulled from the security system database	Upon request by COTR
5.15	Emergency Incident Report VNTSC Form 1600.9	24 hours of occurrence
5.15	Elevated Threat Level Plan	10 Days after contract award date.
5.17	Security Inventory Form (Firearm Inventory) FSC Form 0077	7 days prior to contract commencement date & thereafter Monday through Sunday
5.17	Firearm MA State License for each firearm	7 days prior to contract commencement date
5.17	Firearm Bonding certificate for employees	7 days prior to contract commencement date and also prior to new hires during Period of Performance.
7.2	Completed Parking Registration Form	Monday through Sunday

7.9	Bicycle Registration Form	Monday through Sunday
8.1	Program Manager Security Posture Recommendations	COB on every Friday
8.1	Guards Work Schedule	Five week intervals
8.6	SF 85 (P)	7 days prior to contract commencement date and also prior to new hires during Period of Performance.
8.7	SF 86	7 days prior to contract commencement date and also prior to new hires during Period of Performance.
11.0	Gunsmith Certification	7 days prior to contract commencement date and also prior to new hires during Period of Performance.

13.0 Hours of Work/Federal Holidays

Contractor and subcontractor employees performing work under this contract on Volpe Center premises shall adhere to the Volpe Center's established business hours except as may be required by this contract to accomplish the performance of the work or except as may be required by the CO or his/her designated representative.

The Volpe Center will be closed during the 10 holidays observed by the Federal Government on a yearly basis. The listed Federal holidays are the only holidays observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

SECTION III – CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>

<http://acquisition.gov/far/index.html>

<http://www.dot.gov/ost/m60/tamtar/tar.htm>

52.212-4 Contract Terms and Conditions—Commercial Items. (Sept 2005)

Incorporated by reference.

Addenda to 52.212-4:

Addendum (1) FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).

Fill In: 60 calendar days before the contract expires.

Addendum (2) FAR 52.217-9 OPTION TO EXTEND TERM OF CONTRACT (MAR 2000)

Fill In:

- (a) 30 calendar days before the contract expires
- (a) 30 calendar days
- (c) 60 Months

Addendum (3) 52.219-17 SECTION 8(A) AWARD (DEC 1996).

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Volpe Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Volpe Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Volpe Center.

Addendum (4) 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (June 2003).

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation (1252.219-72 - Notification of Competition Limited to Eligible 8(a) Concerns – Alternate III.

(d)(1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The *[insert name of SBA's contractor]* will notify the Volpe Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

Addendum (5) 1252.219-71 SECTION 8(A) DIRECT AWARDS (APR 2005).

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Transportation. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The responsible SBA district office is:

[To be completed by Contracting Officer at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8 (a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To adhere to the requirements of 52.219-14, Limitations on Subcontracting.

Addendum (6) INSURANCE (FEB 2005)

52.228-5 Insurance—Work on a Government Installation. (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.228-7 Insurance—Liability to Third Persons. (Mar 1996)

(a)(1) Except as provided in paragraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed—

(1) For that portion—

(i) Of the reasonable cost of insurance allocable to this contract; and

(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for—

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)—

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of—

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

Insurance Requirements:

a. Workman's Compensation and Employees Liability Insurance as required by applicable statute, but not less than \$100,000.

b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.

c. Property damage liability with a limit of not less than \$100,000 for each accident.

d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change to the CO at least 30 calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the CO's prior approval. A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO.

Addendum (7) Transportation Acquisition Regulation (TAR) Clause 1252.237-70 Qualifications of Contractor Employees. (APR 2005)

a. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

b. Work under this contract may involve access to sensitive information which shall not be disclosed, by the contractor unless authorized in writing by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information as to an individual's suitability to have authorization.

c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

e. The Contractor shall ensure that contractor employees are:

(1) Citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and

(2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.

f. The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.

g. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

Addendum (8) TAR Clause 1252.237-73 Key Personnel. (APR 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

Program Manager/Captain:_____

Lieutenant:_____

Sergeant:_____

Addendum (9) SECURITY MEASURES ON THE VOLPE CENTER PREMISES (APR 2005)

Any work under this contract which is performed on site at the Volpe Center is subject to all provisions of this contract governing the work and the security requirements in place at the Volpe Center. The contractor should coordinate compliance with the Contracting Officer and Contracting Officer's Technical Representative.

1. The contractor is responsible for ensuring that personnel follow the security requirements and regulations of the Volpe Center Security Operations Office.
2. The contractor is responsible for obtaining a copy of the Volpe Center's security requirements/regulations, Volpe Center Order 1600.3, Admittance to Volpe Center Buildings.
3. All items of Government Property are subject to the Volpe Center's security regulations.
4. In order to obtain items such as room keys, parking permits, and Identification Badges, the contractor shall:

- a. Submit a written request for these items of property to the CO and COTR who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.
- b. The contractor shall submit, within ten (10) calendar days of contract award, a list of its onsite employees to the Volpe Center CO and COTR. Once the list is submitted, the contractor will notify the CO and COTR of any staff changes when they occur and shall update the list of on-site employees monthly.
- c. When an employee resigns or is terminated or reassigned, the contractor shall provide written evidence to the CO and COTR of the return of the items of Government Property noted in (4) above. The return of these items of property shall be coordinated with the Volpe Center Security Operations Office.
- d. If the contractor does not have an established company policy regarding the return of Government property by its employees, the contractor shall comply with Volpe Center Order 1600.3 and complete the "Info Systems Operation Center" and the "Administrative Services Branch" Function blocks of form VNTSC F 3293.1, Final Check-Out Record.

Addendum (10) POSITION SENSITIVITY (MAR 2005)

In some instances, portions of the work under Part D will require contract personnel with security clearances at Confidential or Secret levels. The contractor shall be responsible for obtaining the appropriate security clearance from the Defense Investigative Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or contractor (or subcontractor) facility where work is to be performed. The contractor shall comply with DOT Order 1630.2B, Personnel Security Management. Due to the nature of the work performed by the Volpe Center's contractor employees, **moderate risk** has been designated as the minimum position sensitivity level for all contractor employees. However, the access certain contractor positions have to DOT facilities, sensitive information, and/or resources may require a higher risk sensitivity level. The job order initiator shall identify any exceptions to the moderate risk designation.

Addendum (11) DOT INFORMATION SECURITY REQUIREMENTS (APR 2003)

1. When contractor employees are to have access to Government facilities and/or sensitive information, including proprietary data and/or resources, include the following:

Access to Sensitive Information. Work under this contract may involve access to sensitive information, as described in paragraph d. below that shall not be disclosed by the contractor unless authorized by the CO or designee. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent

with the best interest of national security, may be prevented from performing work under the particular contract when requested by the CO or designee.

The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by U.S. Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.

The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse, could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.”

2. When a requirement is for information technology services, include the following.

Information Technology (IT) Services. The contractor shall be responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.

Within 30 days of contract award, the contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000, and meet Government IT security requirements, including OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; NIST Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

The contractor shall screen its personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management, and ensure contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.

The contractor shall immediately notify the CO when an employee terminates employment that has access to DOT information systems or data.

The contractor shall include the above requirements in any subcontract awarded for IT services.

*IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.

Addendum (12) NON-PERSONAL SERVICES (DEC 1998)

No personal services as defined in Part 37 of the FAR shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the contractor's supervisor. If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the CO of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold himself or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, it should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

The contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

Addendum (13) PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAR 2005)

Any work under this contract that is performed by the contractor or any of its subcontractors on premises that are under direct control of the Government is subject to the following provisions:

1. Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the contractor shall (a) conform to all safety rules and requirements as are in effect during the term of the contract; and (b) take such additional precautions as the CO may reasonably require for safety and accident prevention purposes.
2. The contractor shall designate to the CO or designee, in writing, an on-site safety representative.
3. Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

Addendum (14) PERFORMANCE EVALUATIONS (MAY 2003)

- A. Performance evaluations will be accomplished at the completion of the base year. If options are exercised, performance evaluations will be accomplished at the end of each option. The Government will begin contractor performance evaluations electronically using the following URL: <https://cps.nih.gov>.
- B. The Contracting Officer will send the contractor performance evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Evaluation Report.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (June 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (4) [Reserved]
- ☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.

- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (June 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- _X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (27) [Reserved]
- ___ (28) [Reserved]
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- _X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- _X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

This Statement is for Informational Purposes Only.

It is not a Wage Determination.

Employee Class Monetary Wage-Fringe Benefits

27102-Guard II Wage \$16.41 per hour & Health Welfare \$3.01 per hour
(WD-94-2255, Rev 25 available at: <http://www.wdol.gov/>)

- _x (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SECTION IV-Attachments

(Attachment A)

SPECIAL ORDERS

BASE 1 (Command and Control Center)

(Formerly BASE)

8- Hour Post

A. GENERAL

The primary function of this Post is to monitor the access control system, fire control system, and provide security response and assistance for the security force and Volpe Center community.

B. DUTIES (7:00 A.M. to 3:00 P.M.)

1. Monitor all alarms and Closed Circuit Television (CCTV) monitors. In the event of a report or alarm signaling a condition or incident, take the appropriate action as contained in these Orders.
2. Answer all inquiries made in person or by phone.
3. Maintain desk log, noting all significant events or incidents reported/observed. Make sure that incident reports are made out whenever it is called for, and that they are made out correctly.
4. Fingerprint and process federal employees, visitors, contractors, tenants, and temporary employees.
5. Badge federal employees, contractors, tenants, visitors, and temporary employees.
6. Issue and receive access control media (.i.e. door keys, car placards, badges).
7. Register and issue parking permits for federal employees, contractors, tenants, and temporary employees.
8. Maintain and manage all emergency communication call boxes.
9. Manage and maintain access control system.

SPECIAL ORDERS

BASE 2 (Alternate Command and Control Center)

(Formerly POST #5)

24-Hour Post

A. GENERAL

The primary functions of this Post are to provide personnel screening and perform command and control to the Volpe Center through east entrance (Court Yard) of Building #1 from 6:15 A.M. – 6:15 P.M., and perform command center duties inside the Center from 6:15 P.M. – 6:15 A.M.

B. DUTIES (6:15 A.M. – 6:15 P.M.) – Personnel Screening (Post 5)

1. Inspect all Federal Identification Badges for unescorted entry.
2. Answer all inquiries made in person or by phone.
3. Volpe Center Employees without valid Identification Badges will be issued a temporary pass at Base 2 after being verified through Access Control system.
4. Other Federal Government Employees without valid Identification Badges will undergo weapons screening before receiving a visitor's badge from Post 1.
5. Badge federal employees, contractors, tenants, visitors, and temporary employees.
6. Issue and recover card keys.
7. Manage and maintain access control system reports.
8. Use security wand to clear delivery/vendor person(s).

C. DUTIES (6:15 P.M. – 6:15 A.M.) – Command and Control (BASE 2)

1. Monitor all alarms and Closed Circuit Television (CCTV) monitors. In the event of a report or alarm signaling a condition or incident, take the appropriate action as contained in these Orders.
2. Answer all inquiries made in person or by phone.
3. Register and issue ID Badges to visitors entering through the East entrance of Building #1
4. Ensure that all Volpe Center residents display a DOT ID badge when entering the Center through the East entrance to Building #1 during Security Hours
5. Ensure that only authorized persons enter the Center during non-duty hours signing in/out in the security log, or swipe their ID badge, if applicable, to record entry/exit.
6. Maintain and manage all emergency communication call boxes.
7. Manage and maintain access control system.

SPECIAL ORDERS

POST 1 (Information and Visitor Registration Desk)

8-Hour Post

A. GENERAL

The primary functions of this post are to ensure that all visitors register, receive a Visitor identification badge and are escorted while in the Center.

B. DUTIES (7:30 A.M – 3:30 P.M.)

1. Serves as an information center and answers inquiries made by visitors and/or employees.
2. Ensure visitors register and receive a visitor ID badge and have a proper escort before entering the facility.
3. Ensure that visitors with vehicles parked in the Visitor Lot record their vehicle registration into access control system.
4. Process and issue temporary employee badges for federal, contractors, and tenants as necessary.
5. Ensure all individuals display their ID.
6. Serve as back up to Post # 2.

SPECIAL ORDERS

POST 2 (Personnel Screening/Insider Rover)

24-Hour Post

A. GENERAL

The primary function of this Post is to control entry to the Volpe Center through Main entrance (Broadway) of Building #1, monitor/operate screening equipment.

B. DUTIES (6:15 A.M. – 6:15 P.M.) – Personnel Screening

1. Inspect all Federal Identification Badges for unescorted entry.
2. All visitors will undergo weapons screening before proceeding to Post #1 to register and receive a visitor's badge.
3. All Volpe Center Employees without valid Identification Badges will undergo weapon screening before proceeding to Post 1 for verification of employment through the access control system.
4. Other Federal Government Employees without valid Identification Badges will undergo weapon screening before receiving a Visitor's Badge from Post #1.

C. DUTIES (6:15 P.M. – 6:15 A.M.) – Inside Rover

Patrol inside the buildings of the Volpe Center and perform duties as prescribed by Shift Supervisor.

SPECIAL ORDERS

POST 3 (Vehicle Check Point behind Bldg #4) (Weekdays excluding Holidays)

8.0-Hour Post

A. GENERAL

The primary function of this Post is to secure the parking area behind Buildings #1 and #3 along Potter Street and allow access to authorized vehicles that have been inspected for medium to large explosives/weapons, or other items prohibited from entry onto Volpe property.

B. DUTIES (7:00 A.M. – 3:00 P.M.)

1. Stop, and inspect vehicles and allow authorized vehicles to park in designated areas.
2. Stop, and inspect commercial vehicles and allow access to authorized commercial vehicles requiring access to Building #1 loading dock.
3. Allow authorized vehicles to exit from this area.
4. Immediately secure the barrier after each vehicle enters/exits.

C. AUTHORIZED VEHICLES

Vehicles with current Volpe parking placard and GSA Fleet vehicles with Government issued plates.

D. COMMERCIAL VEHICLES AUTHORIZED ACCESS TO DOCK #1

1. Commercial vehicles as listed below or as approved by the Chief, Facilities Management Division:
 - Deliveries for Rick's Place (news stand)
 - Deliveries for Cafeteria
 - Deliveries for TOT Center
 - Deliveries for Bottled Water
 - Pick-up of U.S. Mail and commercial overnight package carriers
2. Guard searches vehicle at Post #3.
3. Volpe badged personnel are responsible for escorting delivery person throughout the Center.

SPECIAL ORDERS

POST 4 (Roving)

0-Hour Post

A. GENERAL

Post 4 (Roving) is hereby eliminated.

SPECIAL POST ORDERS (POST ORANGE)

POST #6 when in effect

SECURITY ALERT CONDITION ORANGE

Upon official notification of the Homeland Security Advisory System upgrade to ORANGE (High Risk of Terrorist Attack) the following actions are in effect:

- A. Building #1 Entrance (Courtyard)**
 - 1.** Limit access to employees only (Yellow, White, and Red).
- B. Potter Street Vehicle Check Points (during non-security hours)**
 - 1.** Verify identification of all vehicle occupants.
 - a. DOT ID.
 - b. Employees without DOT ID use other form of photo ID and verify employment with Base.
 - c. Verify other vehicle occupants by drivers license or other photo ID and explanation of why they need to proceed.
 - 2.** Commercial vehicles will be searched or directed to unload at Building #6. Unloading at Dock #1 will be approved by Base.
- C. Limit Visitors Lot parking to more than 120 feet from Building #1 by barriers supplied by the Facilities Management Division. Advise visitors that parking is only available for handicapped access, for short durations of less than 10 minutes for pick-up and drop-off, or for pre-arranged VIP parking. Pre-arranged VIP parking must be confirmed with the Facilities Management Division prior to allowing the VIP to park in the Visitors Lot.**
- D. Increase frequency of external patrols.**

These Special Post Orders are in effect from 6:00 A.M. to 6:30 P.M. Monday through Friday, except Holidays, and require one (1) additional guard during non-security (business) hours to augment Post 4 (Outside Rover).

Effective April 1, 2003

SPECIAL ORDERS

***POST 8 (Roving Patrol
Weekdays excluding Holidays)***

4-Hour Post

A. GENERAL

The primary function of this Post is to maintain a roving patrol of the Volpe Center campus.

B. DUTIES (10:00 A.M. – 6:00 P.M.)

Perform duties as prescribed by Shift Supervisor.

SPECIAL ORDERS

POST 9 (Temporary Fire Watch)

12-Hour Post

A. GENERAL

The primary function of this Post is for a **temporary** fire watch patrol at the Center, five (5) days a week, Monday through Friday, excluding holidays and weekends from 6:15 A.M. to 6:15 P.M.

B. DUTIES (6:15 A.M. – 6:15 P.M.)

1. Patrol Building 1, Floors 1 to 13 watching for fire or smoke.
2. If fire or smoke is detected, the guard on fire watch patrol shall take immediate action by contacting the Command Center and other emergency personnel as necessary.
3. Radio Command Center after completing each round. This shall be repeated during the entire shift, up and down the thirteen (13) floors.
4. Perform duties as prescribed by Shift Supervisor.

GENERAL ORDERS

GUARD SERVICES CHECKLIST

Second Shift (0700 – 1500 Weekdays)

<u>TIME</u>	<u>FUNCTION</u>
0700 --	All shift members sign-in for shift in Daily Log Sheet and list materials (keys, radios, etc.) received.
0700 --	Supervisor makes Post assignments.
0800 --	Previous Shift Reports, incident reports and any articles found are delivered to the Security Officer.
1500 --	Pass on pertinent information to next shift.
1500 --	All shift members sign out on the daily attendance sheet.
NOTE: Since the supervisor may work split shifts between the hours of 0600 and 1800, supervisory duties (i.e.: Shift assignments) may be handled by the highest ranking officer on duty when the supervisor is off site.	

**GENERAL ORDERS
GUARD SERVICES CHECKLIST
Third Shift (1500 – 2300 Weekdays)**

TIME	FUNCTION
1500 --	All shift members sign-in on daily attendance sheet.
1500 --	Note change of shift in the Desk Log.
1500 --	Review previous shift notations in the Desk Log.
1500 --	Start Shift Report. Enter names of guards on duty and list materials (keys, radios, etc.) received.
1815 --	Lock Broadway doors and East stairwell on ground floor, Building #1 and lock chains to secure Visitor Parking Lot.
1815 --	Implement “Security Hours” procedures. Require all persons entering and leaving to sign the Security Log or Swipe their ID at the East entrance door. NOTE: During “Security Hours”, no person will be admitted to the Center unless in possession of a valid Volpe ID. They must swipe through the turnstiles at the east entrance or be escorted.
1830 --	(Or Sunset) Lower flags according to the Office of Federal Protective Service Policy Handbook PBS P 5930.17C.
1830 --	Lock chains on barriers behind Bldg 4 on Potter St.
1830 --	(Or earlier if vacant). Lock all doors to the Director’s Suite.
1845 --	Turn on the fire lights outside the roll-up door in Bldg #4
1900 --	Extinguish all unnecessary lights and secure all doors.
1900 --	Conduct a headcount of all employees, and their location, still in the Center and keep it current until relieved.
2259 --	All shift members sign-out on the daily attendance sheet.
2259 --	Pass on pertinent information to the next shift.

TWO GUARD TOURS WILL BE CONDUCTED DURING THIS SHIFT.

GENERAL ORDERS

GUARD SERVICES CHECKLIST

First Shift (2300 – 0700 Weekdays)

TIME	FUNCTION
2300 --	All shift members sign-in on the daily attendance sheet.
2300 --	Note change of shift in the Desk Log.
2300 --	Review previous shift notations in the Desk Log for any actions pending
2300 --	Start Shift Report. Enter names of guards on duty and list materials (keys, radios, etc.)
2300 --	Maintain “Security Hours” procedures until 0615)
	NOTE: During “Security Hours”, no person will be admitted to the Center unless in possession of a valid Volpe ID swipe through turnstiles of the Volpe Center or is escorted.
0500 --	Unlock all doors to the Director’s Suite.
0600 --	Remove chains from Visitor Parking Lot.
0615 --	Unlock front entrance to Building #1 and East stairwell.
0615 --	(Or Sunrise) Raise flags according to the Office of Federal Protective Service Policy Handbook PBS P 5930.17C.
0700 --	Pass on pertinent information to next shift.
0700 --	All shift members sign-out on the daily attendance sheet.

THREE GUARD TOURS WILL BE CONDUCTED DURING THIS SHIFT

SECTION IV

(Attachment B)

94-2255 MA,BOSTON

WAGE DETERMINATION NO: 94-2255 REV (25) AREA: MA,BOSTON

HEALTH AND WELFARE LEVEL – INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2256

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2255
William W.Gross Division of | Revision No.: 25
Director Wage Determinations| Date Of Revision: 05/23/2006

Applicable in the state of Massachusetts in the areas listed below:

BRISTOL COUNTY: Mansfield, Norton, Rayham

ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus

MIDDLESEX COUNTY: Entire County

NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY: Entire County

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE – TITLE	MINIMUM WAGE RATE
01000 – Administrative Support and Clerical Occupations	
01011 – Accounting Clerk I	12.31
01012 – Accounting Clerk II	13.60
01013 – Accounting Clerk III	15.07
01014 – Accounting Clerk IV	16.88
01030 – Court Reporter	18.07
01050 – Dispatcher, Motor Vehicle	16.45
01060 – Document Preparation Clerk	13.73
01070 – Messenger (Courier)	10.12

01090 – Duplicating Machine Operator	13.73
01110 – Film/Tape Librarian	15.92
01115 – General Clerk I	11.61
01116 – General Clerk II	13.06
01117 – General Clerk III	14.16
01118 – General Clerk IV	15.91
01120 – Housing Referral Assistant	18.95
01131 – Key Entry Operator I	12.83
01132 – Key Entry Operator II	15.38
01191 – Order Clerk I	12.69
01192 – Order Clerk II	14.96
01261 – Personnel Assistant (Employment) I	13.73
01262 – Personnel Assistant (Employment) II	15.54
01263 – Personnel Assistant (Employment) III	18.07
01264 – Personnel Assistant (Employment) IV	19.42
01270 – Production Control Clerk	19.42
01290 – Rental Clerk	15.54
01300 – Scheduler, Maintenance	16.69
01311 – Secretary I	16.69
01312 – Secretary II	17.39
01313 – Secretary III	19.36
01314 – Secretary IV	21.34
01315 – Secretary V	25.30
01320 – Service Order Dispatcher	15.28
01341 – Stenographer I	13.73
01342 – Stenographer II	15.54
01400 – Supply Technician	21.34
01420 – Survey Worker (Interviewer)	14.72
01460 – Switchboard Operator-Receptionist	12.25
01510 – Test Examiner	17.39
01520 – Test Proctor	17.39
01531 – Travel Clerk I	12.76
01532 – Travel Clerk II	13.08
01533 – Travel Clerk III	14.09
01611 – Word Processor I	13.78
01612 – Word Processor II	15.28
01613 – Word Processor III	17.78
03000 – Automatic Data Processing Occupations	
03010 – Computer Data Librarian	15.54
03041 – Computer Operator I	15.54
03042 – Computer Operator II	18.04
03043 – Computer Operator III	19.42
03044 – Computer Operator IV	22.08
03045 – Computer Operator V	25.88
03071 – Computer Programmer I (1)	19.93
03072 – Computer Programmer II (1)	25.01
03073 – Computer Programmer III (1)	27.62
03074 – Computer Programmer IV (1)	27.62
03101 – Computer Systems Analyst I (1)	27.62
03102 – Computer Systems Analyst II (1)	27.62
03103 – Computer Systems Analyst III (1)	27.62
03160 – Peripheral Equipment Operator	15.54
05000 – Automotive Service Occupations	
05005 – Automotive Body Repairer, Fiberglass	19.41
05010 – Automotive Glass Installer	17.82
05040 – Automotive Worker	16.72

05070 – Electrician, Automotive	17.48
05100 – Mobile Equipment Servicer	15.13
05130 – Motor Equipment Metal Mechanic	18.25
05160 – Motor Equipment Metal Worker	16.72
05190 – Motor Vehicle Mechanic	18.25
05220 – Motor Vehicle Mechanic Helper	14.26
05250 – Motor Vehicle Upholstery Worker	15.88
05280 – Motor Vehicle Wrecker	16.72
05310 – Painter, Automotive	17.48
05340 – Radiator Repair Specialist	16.72
05370 – Tire Repairer	14.22
05400 – Transmission Repair Specialist	18.25
07000 – Food Preparation and Service Occupations	
(not set) – Food Service Worker	10.63
07010 – Baker	14.36
07041 – Cook I	12.37
07042 – Cook II	13.61
07070 – Dishwasher	9.22
07130 – Meat Cutter	17.81
07250 – Waiter/Waitress	10.49
09000 – Furniture Maintenance and Repair Occupations	
09010 – Electrostatic Spray Painter	17.02
09040 – Furniture Handler	13.14
09070 – Furniture Refinisher	17.02
09100 – Furniture Refinisher Helper	13.91
09110 – Furniture Repairer, Minor	15.45
09130 – Upholsterer	17.02
11030 – General Services and Support Occupations	
11030 – Cleaner, Vehicles	11.33
11060 – Elevator Operator	11.19
11090 – Gardener	15.67
11121 – House Keeping Aid I	10.07
11122 – House Keeping Aid II	11.32
11150 – Janitor	12.41
11210 – Laborer, Grounds Maintenance	14.25
11240 – Maid or Houseman	11.80
11270 – Pest Controller	16.10
11300 – Refuse Collector	14.11
11330 – Tractor Operator	15.47
11360 – Window Cleaner	13.35
12000 – Health Occupations	
12020 – Dental Assistant	16.32
12040 – Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.25
12071 – Licensed Practical Nurse I	15.96
12072 – Licensed Practical Nurse II	17.97
12073 – Licensed Practical Nurse III	20.12
12100 – Medical Assistant	14.10
12130 – Medical Laboratory Technician	15.51
12160 – Medical Record Clerk	14.97
12190 – Medical Record Technician	15.49
12221 – Nursing Assistant I	9.73
12222 – Nursing Assistant II	10.96
12223 – Nursing Assistant III	11.52
12224 – Nursing Assistant IV	13.40
12250 – Pharmacy Technician	13.89
12280 – Phlebotomist	13.40

12311 – Registered Nurse I	24.79	
12312 – Registered Nurse II	29.43	
12313 – Registered Nurse II, Specialist	29.43	
12314 – Registered Nurse III	35.23	
12315 – Registered Nurse III, Anesthetist	35.23	
12316 – Registered Nurse IV	42.22	
13000 – Information and Arts Occupations		
13002 – Audiovisual Librarian	21.29	
13011 – Exhibits Specialist I	18.46	
13012 – Exhibits Specialist II	23.47	
13013 – Exhibits Specialist III	28.71	
13041 – Illustrator I	19.66	
13042 – Illustrator II	24.61	
13043 – Illustrator III	30.10	
13047 – Librarian	29.69	
13050 – Library Technician	15.92	
13071 – Photographer I	14.36	
13072 – Photographer II	18.80	
13073 – Photographer III	23.90	
13074 – Photographer IV	29.22	
13075 – Photographer V	35.35	
15000 – Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 – Assembler	9.14	
15030 – Counter Attendant	9.14	
15040 – Dry Cleaner	12.14	
15070 – Finisher, Flatwork, Machine	9.14	
15090 – Presser, Hand	9.14	
15100 – Presser, Machine, Drycleaning	9.14	
15130 – Presser, Machine, Shirts	9.14	
15160 – Presser, Machine, Wearing Apparel, Laundry	9.14	
15190 – Sewing Machine Operator	12.88	
15220 – Tailor	13.45	
15250 – Washer, Machine	10.16	
19000 – Machine Tool Operation and Repair Occupations		
19010 – Machine-Tool Operator (Toolroom)	18.61	
19040 – Tool and Die Maker	22.00	
21000 – Material Handling and Packing Occupations		
21010 – Fuel Distribution System Operator	17.81	
21020 – Material Coordinator	20.64	
21030 – Material Expediter	20.64	
21040 – Material Handling Laborer	13.47	
21050 – Order Filler	13.10	
21071 – Forklift Operator	14.80	
21080 – Production Line Worker (Food Processing)	14.87	
21100 – Shipping/Receiving Clerk	16.09	
21130 – Shipping Packer	16.09	
21140 – Store Worker I	10.79	
21150 – Stock Clerk (Shelf Stocker; Store Worker II)	14.59	
21210 – Tools and Parts Attendant	14.87	
21400 – Warehouse Specialist	14.57	
23000 – Mechanics and Maintenance and Repair Occupations		
23010 – Aircraft Mechanic	24.07	
23040 – Aircraft Mechanic Helper	18.46	
23050 – Aircraft Quality Control Inspector	24.73	
23060 – Aircraft Servicer	20.75	
23070 – Aircraft Worker	21.81	

23100 – Appliance Mechanic	20.97	
23120 – Bicycle Repairer	14.22	
23125 – Cable Splicer	24.83	
23130 – Carpenter, Maintenance	22.67	
23140 – Carpet Layer	21.55	
23160 – Electrician, Maintenance	27.32	
23181 – Electronics Technician, Maintenance I	17.46	
23182 – Electronics Technician, Maintenance II	22.77	
23183 – Electronics Technician, Maintenance III	23.76	
23260 – Fabric Worker	18.70	
23290 – Fire Alarm System Mechanic	22.09	
23310 – Fire Extinguisher Repairer	19.11	
23340 – Fuel Distribution System Mechanic	21.48	
23370 – General Maintenance Worker	19.65	
23400 – Heating, Refrigeration and Air Conditioning Mechanic	22.30	
23430 – Heavy Equipment Mechanic	22.33	
23440 – Heavy Equipment Operator	25.98	
23460 – Instrument Mechanic	23.05	
23470 – Laborer	13.97	
23500 – Locksmith	20.59	
23530 – Machinery Maintenance Mechanic	22.07	
23550 – Machinist, Maintenance	22.80	
23580 – Maintenance Trades Helper	16.83	
23640 – Millwright	23.19	
23700 – Office Appliance Repairer	22.08	
23740 – Painter, Aircraft	20.80	
23760 – Painter, Maintenance	20.59	
23790 – Pipefitter, Maintenance	24.44	
23800 – Plumber, Maintenance	23.32	
23820 – Pneudraulic Systems Mechanic	22.80	
23850 – Rigger	22.80	
23870 – Scale Mechanic	21.11	
23890 – Sheet-Metal Worker, Maintenance	24.84	
23910 – Small Engine Mechanic	19.65	
23930 – Telecommunication Mechanic I	25.52	
23931 – Telecommunication Mechanic II	26.48	
23950 – Telephone Lineman	25.52	
23960 – Welder, Combination, Maintenance	21.48	
23965 – Well Driller	23.62	
23970 – Woodcraft Worker	23.05	
23980 – Woodworker	18.52	
24000 – Personal Needs Occupations		
24570 – Child Care Attendant	11.94	
24580 – Child Care Center Clerk	14.63	
24600 – Chore Aid	11.80	
24630 – Homemaker	19.09	
25000 – Plant and System Operation Occupations		
25010 – Boiler Tender	21.96	
25040 – Sewage Plant Operator	19.13	
25070 – Stationary Engineer	21.96	
25190 – Ventilation Equipment Tender	17.00	
25210 – Water Treatment Plant Operator	19.13	
27000 – Protective Service Occupations		
(not set) – Police Officer	22.92	
27004 – Alarm Monitor	16.41	
27006 – Corrections Officer	23.22	

27010 – Court Security Officer	21.55	
27040 – Detention Officer	23.22	
27070 – Firefighter	21.32	
27101 – Guard I	11.88	
27102 – Guard II	16.41	
28000 – Stevedoring/Longshoremen Occupations		
28010 – Blocker and Bracer	22.59	
28020 – Hatch Tender	22.59	
28030 – Line Handler	21.11	
28040 – Stevedore I	21.73	
28050 – Stevedore II	24.28	
29000 – Technical Occupations		
21150 – Graphic Artist	28.67	
29010 – Air Traffic Control Specialist, Center (2)	33.40	
29011 – Air Traffic Control Specialist, Station (2)	23.04	
29012 – Air Traffic Control Specialist, Terminal (2)	25.37	
29023 – Archeological Technician I	17.53	
29024 – Archeological Technician II	19.62	
29025 – Archeological Technician III	24.31	
29030 – Cartographic Technician	24.31	
29035 – Computer Based Training (CBT) Specialist/ Instructor	30.10	
29040 – Civil Engineering Technician	22.95	
29061 – Drafter I	15.34	
29062 – Drafter II	17.53	
29063 – Drafter III	19.62	
29064 – Drafter IV	24.31	
29081 – Engineering Technician I	15.72	
29082 – Engineering Technician II	17.65	
29083 – Engineering Technician III	19.76	
29084 – Engineering Technician IV	24.48	
29085 – Engineering Technician V	29.94	
29086 – Engineering Technician VI	34.99	
29090 – Environmental Technician	23.55	
29100 – Flight Simulator/Instructor (Pilot)	33.42	
29160 – Instructor	29.09	
29210 – Laboratory Technician	20.32	
29240 – Mathematical Technician	23.03	
29361 – Paralegal/Legal Assistant I	16.70	
29362 – Paralegal/Legal Assistant II	20.70	
29363 – Paralegal/Legal Assistant III	25.32	
29364 – Paralegal/Legal Assistant IV	30.64	
29390 – Photooptics Technician	24.31	
29480 – Technical Writer	30.90	
29491 – Unexploded Ordnance (UXO) Technician I	21.23	
29492 – Unexploded Ordnance (UXO) Technician II	25.68	
29493 – Unexploded Ordnance (UXO) Technician III	30.78	
29494 – Unexploded (UXO) Safety Escort	21.23	
29495 – Unexploded (UXO) Sweep Personnel	21.23	
29620 – Weather Observer, Senior (3)	23.55	
29621 – Weather Observer, Combined Upper Air and Surface Programs (3)	19.43	
29622 – Weather Observer, Upper Air (3)	19.43	
31000 – Transportation/ Mobile Equipment Operation Occupations		
31030 – Bus Driver	17.01	
31260 – Parking and Lot Attendant	9.98	
31290 – Shuttle Bus Driver	15.21	
31300 – Taxi Driver	12.03	

31361 – Truckdriver, Light Truck	14.97	
31362 – Truckdriver, Medium Truck	17.96	
31363 – Truckdriver, Heavy Truck	19.16	
31364 – Truckdriver, Tractor-Trailer	19.16	
99000 – Miscellaneous Occupations		
99020 – Animal Caretaker	11.00	
99030 – Cashier	11.25	
99041 – Carnival Equipment Operator	11.52	
99042 – Carnival Equipment Repairer	12.20	
99043 – Carnival Worker	9.53	
99050 – Desk Clerk	13.70	
99095 – Embalmer	17.18	
99300 – Lifeguard	12.23	
99310 – Mortician	28.93	
99350 – Park Attendant (Aide)	15.30	
99400 – Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		12.66
99500 – Recreation Specialist	19.19	
99510 – Recycling Worker	17.05	
99610 – Sales Clerk	12.23	
99620 – School Crossing Guard (Crosswalk Attendant)		10.53
99630 – Sport Official	12.23	
99658 – Survey Party Chief (Chief of Party)	23.00	
99659 – Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		20.92
99660 – Surveying Aide	15.22	
99690 – Swimming Pool Operator	16.06	
99720 – Vending Machine Attendant	13.62	
99730 – Vending Machine Repairer	16.06	
99740 – Vending Machine Repairer Helper	13.62	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

6) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY – NIGHT

DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

7) WEATHER OBSERVERS – NIGHT PAY & SUNDAY PAY: If you work at night as part of a

regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of “wash and wear” materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4© purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as “approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc.” (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting “arm’s length negotiation” under section 4© of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the “Service Contract Act Directory of Occupations,” Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{ Standard Form
1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. { See Section 4.6 ©(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION V – Solicitation provisions

52.212-1 Instructions to Offerors—Commercial Items. (Jan 2006)

Incorporated by reference

Addenda to 52.212-1 Subparagraph b: SUBMISSION OF OFFERORS

Addendum (1) SOLICITATION MAILING INSTRUCTIONS

Solicitations may be mailed to:

U.S. DOT/RITA/VOLPE CENTER
Contracts & Small Business Programs Branch
55 Broadway, RTV-6D2, D.MacGee
Cambridge, MA 02142-1093

Or may be e-mailed to:

Donald.MacGee@volpe.dot.gov

If e-mailed one (1) signed copy must be mailed, to arrive, NLT three (3) business days after the closing date.

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package or e-mail subject line contains the solicitation/amendment number: **DTRT57-06-R-20020**.

Packages must be clearly labeled with the solicitation number and with a statement that the contents are **Proposal Data – To Be Opened by Addressee Only**.

Addendum (2) PROPOSAL SUBMISSION

Offerors are required to submit their proposal in two (2) separate volumes as follows:

Volume I – Technical Proposal (Written Submission)

Section A – Management Approach

Section B – Key Personnel/Staffing

Section C – Relevant Past Performance

Volume II – Price Proposal

This volume must be in conformance with FAR 52.212-1(b)(11).

Addendum (3) COPIES

The Offeror must submit one (1) original and four (4) copies each of the Technical Proposal (Volume I) and one (1) original and three (3) copies of the Price Proposal (Volume II) if sent via mail or one (1) copy of each electronically with an original signed copy mailed per above. The Price Proposal must also be submitted on a virus-free compact disk compatible with Microsoft Office 2000. Mark the compact disk with the offeror's name and RFP number.

Addendum (4) PROPOSAL CONTENT– INSTRUCTIONS TO OFFEROR'S

Volume I of the Offeror's Technical Proposal shall consist of the following

Volume 1 – Written Material

A. Management Approach In Descending Order of Importance

- 1) An explanation of how the contractor intends on accomplishing the objectives of the PWS.
- 2) An explanation of how the contractor will acquire other armed guards and maintain a reserve guard force for temporary or emergency staffing that is sufficient to meet the qualification requirement of the PWS.
- 3) Transition Plan to illustrate how the offeror will provide a seamless transition between the Contractor and the predecessor Contractor to ensure minimal disruption to vital contractor services. The plan shall address recruitment, training of new and incumbent employees, licenses and permits.

B. Key Personnel/Staffing

For evaluation purposes, resume for key personnel identified (Program Manager/Captain, Lieutenant, and Sergeant(s)) shall be provided.

C. Relevant Past Performance

The offeror shall address at least two (2) contracts their firm has completed within the past 5 years, which were similar in size, scope, complexity, and contract type to this requirement. Include the following information for each contract:

1. Name and address of customer
2. Contract number
3. Contract Type
4. Total contract value
5. Description of contract work
6. Contracting Officer's address, telephone number and e-mail address.
7. Contracting Officer's Technical Representative's address, telephone number, and e-mail address.
8. Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6).
9. List of major subcontractors

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the cited contracts by no later than the due date for receipt of proposals.

Volume II – Price

The Price Proposal must be in conformance with FAR 52.212-1(b)(11).

Addendum to 52.212-1 Subparagraph C: Period for Acceptance of Offers

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offerors.

52.212-2 Evaluation—Commercial Items. (JAN 1999)

(a) The Government will award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The contract award shall be based upon an offeror's demonstration of its understanding of the below technical evaluation program. The following factors and sub factors in descending order of importance are as follows:

1) Management Approach in Descending Order of Importance

- a) Understanding of the objectives of the PWS
- b) An explanation of how the contractor will acquire other and maintain a reserve guard force for temporary or emergency staffing that is sufficient to meet the qualification requirement of the RFP.
- c) Transition Plan to illustrate how the offeror will provide a seamless transition between the Contractor and the predecessor Contractor to ensure minimal disruption to vital contractor services. The plan shall address recruitment, training of new and incumbent employees, licenses and permits.

2) Key Personnel/Staffing

For evaluation purposes, resume for key personnel identified shall be provided.

3) Past Performance

The offeror shall address at least two (2) contracts their firm has completed within the past 5 years, which were similar in size, scope, complexity, and contract type to this requirement. Include the following information for each contract:

Name and address of customer

Contract number

Contract Type

Total contract value

Description of contract work

Contracting Officer's address, telephone number and e-mail address.

Contracting Officer's Technical Representative's address, telephone number, and e-mail address.

Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6).

List of major subcontractors

The technical evaluation factors and sub factors in descending order of importance as listed above are significantly more important than price in the selection of a contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the Price Proposal. The degree of importance of evaluated cost will increase as the Technical Proposal submitted is evaluated as more equal. When the Technical Proposal is evaluated as essentially equal, evaluated cost may become the determining factor in make an award.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award

PRICE PROPOSAL

The Government will conduct its price analysis using one or more of the techniques specified in FAR 15.404-1 (b). Offerors are informed that the prices stated in the Standard Form 1449, under Block 23 "Unit Price" and Block 24 "Amount" shall include the total costs for all aspects of performance identified in the Performance Work Statement under this solicitation/proposed contract.

Proposals which are unrealistic in terms of technical commitment and/or unrealistically low in price may be deemed to show an inherent lack of technical competence or failure to comprehend the complexity and risk of the contract requirements. This may be grounds for the rejection of the proposal.

Client Authorization Letter

[*Company Name*]
[*Street Address*]
[*City, State/Province*
Zip/Postal Code]
[*Date*]

[*Recipient Name*]
[*Address*]
[*City, State/Province Zip/Postal Code*]

Dear [Client]:

We are currently responding to the Volpe Center RFP No. _____ for the procurement of _____. The Volpe Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state or local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to _____.

(Offeror's point of contact)

Sincerely,
[*Your name*]
[*Your position*]

[*Typist's initials*]
Enclosure: [*Number*]

cc: [Name]

52.212-3 Offeror Representations and Certifications—Commercial Items. (June 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is

subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.
[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, or has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the

requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

_____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]